



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Agreement Between City of Lodi and Lodi Grape Festival and National Wine Show, Inc. For Lease of Festival Grounds

MEETING DATE: August 21, 1996

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That City Council approve the agreement between the City of Lodi and Lodi Grape Festival and National Wine Show, Inc. for lease of Festival Grounds.

BACKGROUND INFORMATION: To accommodate our facility needs, the city has been involved with an agreement for use of the Lodi Grape Festival and National Wine Show facilities for more than forty years. Our most recent agreement expired June 30, 1996. We have requested an agreement period of five years (July 1, 1996 - June 30, 2001) for use of the Pavilion (mid-October to mid-March), soccer field (mid-October to mid-March) and Chablis Hall (year-round.)

Pavilion usage includes adult basketball; comet/cardinal basketball (seventh-eighth grades); junior basketball (first-sixth grades); late night basketball; basketball tournaments; open gym; volleyball and occasional coaches/players clinics. Chablis Hall usage includes dog training/obedience classes; archery programs (Lodi Bowmen); classes and serves as a meeting location for large groups when needed. The soccer field is home to competitive and recreational soccer team practices and occasional games.

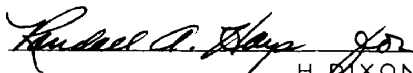
The rental fee for the first year is \$14,000 (negotiated down from a proposed \$16,000.) We will negotiate it annually after that for the remainder of the agreement period. We also will be billed for electric uses from lights installed on the soccer field by city crews and the Boosters of Boys and Girls Sports this past year. Jack Stone, Electric Utility Department, estimates the cost at \$50.00 per month for a total of \$300.00 (six-month usage.) The B.O.B.S. Organization has agreed to cover this expense. In addition, the city is to provide (lend each week) the Festival one riding mower (parks division second line mower) to mow the soccer field and large grass areas. The Festival is to provide the mower operator. The Festival allows us to store our portable basketball floors in their buildings, and provides a forklift to move them in and out of buildings.

Mr. Mark Armstrong, general manager, has been good to work with and very cooperative. This has proven to be a very good agreement for both the city and Festival.

FUNDING: \$14,000 for the first year (1996/97); negotiated for remaining years (1997-2001.) Funds allocated in Recreation Division operating budget. \$300.00 for electrical usage to be paid by the Boosters of Boys and Girls Sports.


Ron Williamson, Director Parks and Recreation

APPROVED:


H. DIXON FLYNN
City Manager



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CITY OF LODI AND LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, INC.
MASTER LEASE FOR FESTIVAL GROUNDS
JULY 1, 1996 TO JUNE 30, 2001

L E A S E

THIS LEASE, made and entered into this 1st day of July, 1996, by and between the LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, INC., a non-profit corporation, hereinafter called "Lessor", and the CITY OF LODI, a municipal corporation of the State of California, hereinafter called "Lessee".

W I T N E S S E T H

WHEREAS, the real property hereinafter described is owned by the County of San Joaquin, a political subdivision of the State of California, and said property is under the management and control of Lessor for the purpose of conducting thereon the annual San Joaquin County Fair during the month of September of each year, for conducting a Spring Wine Show, and to otherwise use, possess and manage the County fairgrounds at all other times; and

WHEREAS, two buildings and an area to be known as the "soccer field" are available for the use of Lessee in the conduct of its recreational programs;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

I

Lessor does hereby lease to Lessee Chablis Hall and the Grape Pavilion, hereinafter called "Buildings", and the "soccer field", for programs sponsored by and conducted under the supervision of the City of Lodi Parks and Recreation Department on the Lodi Grape Festival grounds situated in the City of Lodi, County of San Joaquin, State of California. Lessor grants Lessee the nonexclusive right to utilize necessary parking lot space, access routes to the Buildings, and the grounds appurtenant to the Buildings which are necessary to conduct

its recreation program.

II

The term of this agreement shall be five (5) years, commencing on July 1, 1996, and ending June 30, 2001.

III

The Grape Pavilion shall be reserved for Lessee's use from approximately:

- 1) Oct. 21, 1996 through March 12, 1997
- 2) Oct. 20, 1997 through March 18, 1998
- 3 Oct. 19, 1998 through March 17, 1999
- 4) Oct. 18, 1999 through March 15, 2000
- 5) Oct. 23, 2000 through March 14, 2001

unless other dates are established by mutual written agreement prior to October 1st each year. The hours Lessee may use the Pavilion shall be as follows:

- | | |
|--|-------------------------------|
| *Monday through Friday | 3:00 p.m. to 11:00 p.m. |
| (providing there is no Tokay High School practice scheduled) | |
| *Monday through Friday | 5:00 p.m. to 11:00 p.m. |
| (on days when Tokay High School schedules practice) | |
| Saturday | 7:00 a.m. to 1:00 a.m. Sunday |
| Sunday | 7:00 a.m. to 11:00 p.m. |
| (NOTE: On legal holidays falling on weekdays, weekend schedule shall be used.) | |

*Lessor reserves the right to rent Pavilion to Tokay High School for basketball practice Monday through Friday until 5:00 p. m. Following receipt of Tokay High School practice schedule, Lessee may then use remaining weekday dates encompassed by this lease from 3:00 p.m. until 11:00 p.m.

Lessee may present a written request and schedule for dates it desires to use the Pavilion, other than the ones set out in this paragraph, and if mutually agreed by Lessor and Lessee, such dates may be included as reserved dates for Lessee's use.

It shall be the responsibility of the Lessee to provide sufficient personnel to monitor crowd control, including policing of parking lot areas and grounds adjacent to the Pavilion, to insure no disturbance of other lessees on the Festival grounds. Lessor shall have the right to pre-empt late night basketball when other facility

lessees will be in the immediate vicinity of the Pavilion. Lessor will notify Lessee in advance of these pre-emption dates.

Chablis Hall shall be reserved for Lessee's use from October 1 of each year through August 15 of the following year. The days and hours shall be as follows:

Monday through Thursday 1:00 p.m. to 11:00 p.m.

Use of Chablis Hall is reserved by the Lessor on Fridays, Saturdays and Sundays, and on the third Thursday morning of each month for use by San Joaquin County for surplus food distribution. Lessee may request to Lessor for special use on these days.

The "soccer field" (formerly the golf driving range) shall be reserved for Lessee's use from October 15 of each year through March 31 of the following year. Days and hours shall be as follows:

Monday through Friday 5 p.m. to 11 p.m.

Lessor shall have the right to pre-empt the soccer field when other facility leases may conflict.

Lessee agrees to provide use of appropriate mowing equipment as designated by Lessee, for mowing Grape Festival large lawn areas, at least one (1) portable restroom for its own use during lease period, and daily pick up of trash in soccer field area. Lessee shall also pay electrical charges for hours used of North lights on the soccer field during periods of use designated in this lease.

IV

Lessee agrees to pay Lessor as rent for the Buildings and soccer field the sum of \$14,000.00 (Fourteen Thousand Dollars) for a period of one (1) year, commencing July 1, 1996 and ending June 30, 1997. The rental fee for each of the remaining years of this lease shall be negotiated in January of each year of the lease.

V

The payment referred to in Paragraph IV above shall be in full satisfaction of all use of the Buildings and soccer field by Lessee, including costs of utilities and reasonable wear and tear. Lessee agrees to provide its own janitorial service as required due to their usage of the Buildings. Any special flooring such as basketball floor, if required by Lessee, shall be provided, erected, maintained and dismantled by Lessee. Lessor shall assist Lessee by providing use of a forklift in the putting in and taking out of any basketball flooring. It is anticipated that said flooring may be put in place and removed on approximately the dates specified in Section III, unless other dates are established by mutual written agreement prior to October 1 each year. Lessor agrees to make inside storage space available for two (2) basketball floors during the term of this lease.

Lessee shall be diligent in turning out lights, turning off heaters, and locking doors on buildings and outside gates daily and nightly after each and every use. If this provision is not observed, Lessor shall bill Lessee for use of utilities beyond scheduled hours of use. Lessee shall provide Lessor with a complete list of all personnel, with their signature, who are issued keys to Lessor's facility. Lessee shall be billed \$50 (fifty dollars) for each key not returned to Lessor at end of each lease year.

VI

It is hereby stipulated and agreed between the parties that the Grape Pavilion shall not be subleased by Lessor to any subtenant other than to Lodi Unified School District for the express purpose of high school basketball/volleyball practices. In the event that Lessor schedules a use of the Grape Pavilion by Lodi Unified School District, Lodi Unified School District will immediately thereafter provide custodial care and/or maintenance of the Pavilion in order to return it to Lessee in a condition satisfactory for Lessee's continued use. Lessor shall give notice of such use to Lessee at least 30 days in advance of event.

VII

Lessee agrees to exercise all reasonable care and supervision in the use of Buildings, facilities and grounds so that same will not

be unreasonably damaged. Lessee agrees to repair or replace, at its own expense, any and all damage to Lessor's Buildings, facilities or grounds caused by Lessee's activities. Lessee agrees to provide adequate qualified supervision at all times when using Lessor's indoor or outdoor facilities or grounds. Lessee agrees to clean up all areas used, outside and inside, including parking areas, on a daily basis. All areas of the Buildings and grounds are to be kept free of papers, cups, cans, bottles and other debris deposited as a result of Lessee's activities.

VIII

It is expressly agreed and understood that this lease is for the use of the Lessee for its recreational programs and NO SUBLETTING or assignment of this lease is permitted. Any programs or activities other than the basketball, volleyball, dog, archery, and soccer programs shall first be approved by Lessor. Lessee shall have concession rights for its events only, and may operate a concession during all applicable events under this lease specifically granted to Lessee. Concession shall comply with all health, fire and safety regulations, including no propane gas cooking inside the facilities.

IX

Lessee does hereby agree to indemnify, defend, and save Lessor free and harmless from any and all claims for loss, damage, injury or liability to persons or property that may arise during the time the Lessee is using the Buildings, soccer field, facilities and grounds. Lessee agrees at all times during the continuance of this lease, to maintain adequate public liability and property damage insurance covering its use, occupancy, and operation of said premises. Such policy or policies shall carry a specific endorsement providing that the Lessor, the County of San Joaquin, the State of California, and their agents, officers, servants and employees are named as additional insureds and that such liability policy or policies are primary insurance as to any similar insurance carried by Lessor. Lessee shall

furnish Lessor with satisfactory proof of the carriage of insurance required by Lessor, and there shall be a specific contractual liability assumed by Lessee pursuant to this lease. Any policy of insurance required of Lessee under this lease shall also contain an endorsement providing that at least thirty (30) days notice must be given in writing to Lessor of any pending change in the limits of liability or of any cancellation or modification of the policy or policies.

In the event Lessee is self-insured, Lessee shall provide a certificate of self-insurance in a form satisfactory to Lessor.

X

This lease shall be in full force and effect on and after the 1st day of July, 1996, and shall remain in full force and effect until the 30th day of June, 2001 unless earlier terminated. Termination may be effected at any time by mutual consent of both parties or by either party upon the furnishing of ninety (90) days written notice to the other. This lease may be modified by mutual consent of both parties.

XI

This lease shall not have any force or effect unless or until approved by the Board of Supervisors of San Joaquin County and signed by the Chairman thereof.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first hereinabove written.

LESSEE

CITY OF LODI, a municipal
corporation

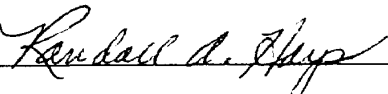
By _____
Dixon Flynn
City Manager

Ron Williamson
Director, Parks & Recreation

ATTEST:

Jennifer Perrin
City Clerk

APPROVED AS TO FORM:



City Attorney

LESSOR

LODI GRAPE FESTIVAL AND
NATIONAL WINE SHOW, INC.
a non-profit corporation

By _____
W. Douglas Holck
President

By _____
Mark A. Armstrong
General Manager

APPROVED:

COUNTY OF SAN JOAQUIN
a political subdivision of
The State of California

by _____
Chairman, Board of Supervisors

ATTEST:

LOIS M. SAHYOUN
Clerk of the Board of
Supervisors of the County
of San Joaquin, State of
California

By _____
Deputy Clerk (Seal)